

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeForm PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Locker Marketing, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) December 20, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes ☐ NoName: Rolf D. Schmidt

Internal

Address: _____

Street Address: 855 Berkshire Boulevard, Suite 103City: WyomissingState: PACountry: USA Zip: 19610

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Individual Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
see attachedAdditional sheet(s) attached? ☒ Yes ☐ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
see attached**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Jestyn G. Payne, Esquire

Internal Address: _____

Street Address: Kozloff Stoudt, 2640 Westview Drive
P. O. Box 6286City: WyomissingState: PA Zip: 19610Phone Number: (610) 670-2552Fax Number: (610) 670-2591

Email Address: _____

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$440.00

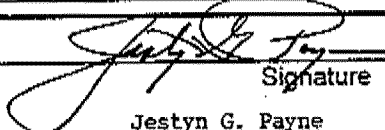
- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

See attached Credit Card Payment Form

Deposit Account Number _____

Authorized User Name _____

9. Signature:

 Signature
 Jestyn G. Payne

12/21/2010

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

69

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450**TRADEMARK**

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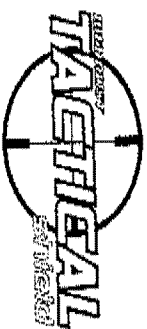
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OP \$440.00 0737938

Performance Sports Apparel, Inc. Trademarks List

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
BI-PLY	United States	737938	9/18/62	Men's and boys' underwear, in Class 25	Renewal - 9/18/12
DYNAMIC WARMTH TECHNOLOGY	United States	3259248	7/3/07	Clothing, namely tops, pants, shorts and underwear, hoods, gloves and socks, in Class 25	Declaration of Use (6 year) - 7/3/13 Renewal - 7/3/17
MEDALIST	United States	1513658	11/22/88	Clothing, namely underwear, socks, turtlenecks, sweaters and warm-up tops and bottoms, in Class 25	Renewal - 11/22/18
MEDALIST 24 HOUR EXPRESS	United States	1791846	9/7/93	Order processing services in Class 35	Renewal - 9/7/13
MEDALIST ANTI-ODORGEAR	United States	2905304	11/23/04	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - Final Grace Period Deadline - 5/23/11 Renewal - 11/23/14
MEDALIST BUGPROOF-GEAR	United States	2905303	11/23/04	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - Final Grace Period Deadline - 5/23/11 Renewal - 11/23/14


December 14, 2010

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
MEDALIST HARDWEAR	United States	3157004	10/17/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 10/17/12 Renewal - 10/17/16
MEDALIST HARDWEAR & Design	United States	3167773	11/7/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 11/7/12 Renewal - 11/7/16
 HARD WEAR					
MEDALIST HUNTING GEAR	United States	2929307	3/1/05	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 3/1/11 Renewal - 3/1/15
MEDALIST TACTICAL SHIELD & DESIGN	United States	3170866	11/14/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 11/14/12 Renewal - 11/14/16
					
MEDALIST TACTICAL SHIELD	United States	3170864	11/14/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 11/14/12 Renewal - 11/14/16

TRADEMARK

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December 14, 2010

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
NORTHWEST PASSAGE	United States	1326007	3/19/85	Thermal underwear, sweaters, shirts, hosiery, socks, mittens and slippers, in Class 25	Renewal - 3/19/15
SILVERMAX	United States	3063408	2/28/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 2/28/12 Renewal - 2/28/16
SKI SKINS	United States	1668592	12/17/91	Clothing, namely men's, ladies' and children's underwear, and men's, ladies' and children's sportswear, namely, parkas, warmup pants, ski pants, jump suits, jackets, sweaters and sport suits, in Class 25	Renewal - 12/17/11
SKI SKINS	United States	889423	4/14/70	Men's winter underwear, in Class 25	Allowed to expire
SKINETICS	United States	1602395	6/19/90	Clothing, namely turtlenecks, pullovers, underwear tops and bottoms, in Class 25	Renewal - 6/19/10 Final Grace Period Deadline - 12/19/10
WEATHER MAX WATERPROOF & Design	United States	3314493	10/16/07	Clothing, namely pants, gloves, hats and jackets, in Class 25	Declaration of Use (6 year) - 10/16/13 Renewal - 10/16/17
					

TRADEMARK

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SECURITY AGREEMENT

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is made as of the 20th day of December, 2010, by and between Locker Marketing, LLC, a Pennsylvania limited liability company, ("Borrower")

AND

Performance Sports Apparel, Inc., a Pennsylvania corporation ("Lender").

1. Obligation to Pay. Borrower is indebted to Lender in the amount of Two Hundred Thousand Dollars (\$200,000.00) (the "Indebtedness"), which Indebtedness is evidenced by a Judgment Note (the "Judgment Note") of even date herewith from Borrower to Lender.

2. Collateral. Borrower enters into this Security Agreement for the purposes of creating a first priority purchase money security interest in favor of Lender in all of the following present and future personal property of the Borrower:

(a) the trademark "Medalist" and all variations and derivatives thereof, and the trademark "Silvermax" and all variations and derivatives thereof;

(b) all other assets which are the subject of the Asset Purchase Agreement dated December 20, 2010, by and between Lender and Borrower, including all assets which are set forth on Exhibit A which is attached hereto and incorporated herein by reference; and

(c) any and all replacements, proceeds and products of any of the foregoing (i.e. the assets set forth in subsections (a) and (b) above). All of the foregoing are hereinafter collectively referred to as "Collateral".

3. Creation of Security Interest. In order to secure (1) payment of the Indebtedness, (2) all costs and expenses incurred in collection of the Indebtedness, (3) all future advances, if any, made by Lender for taxes, levies, insurance, and repairs to or maintenance of the Collateral, and (4) all other Indebtedness of any and every nature owing by Borrower to Lender, Borrower hereby grants to Lender, and Lender hereby reserves and accepts a first priority purchase money security interest in the Collateral. Until the occurrence of an Event of Default hereunder, Borrower shall be entitled to the possession of the Collateral and to use and enjoy the same.

4. Borrower's Warranties and Agreements. Borrower warrants and agrees that:

(a) Title. The security interest of Lender in the Collateral is a first lien priority purchase money security interest and is not subordinate to any claim, charge, lien, encumbrance or security interest of any nature whatsoever. The Collateral is and shall be owned by Borrower, and Borrower shall defend the Collateral against the claims and demands for all persons.


(b) Transfer. Borrower shall not sell, exchange, lease, encumber or pledge the Collateral, shall not create any other security interest therein and shall not dispose of the Collateral without the prior written consent of Lender.

(c) Maintenance; Taxes. Borrower shall maintain the Collateral in good condition and repair, reasonable wear and tear excepted, and shall pay and discharge all taxes levied and other impositions levied on the Collateral as well as the cost of repairs to or maintenance of the same; if

Borrower fails to pay such sums, the Lender may do so for the Borrower's account adding the amount to the secured indebtedness.

(d) Insurance. Borrower shall insure the Collateral against such risks and casualties in such amount as Lender shall require. All insurance policies shall be written for the benefit of Borrower and Lender, as their interest may appear, and such policies or certificates evidencing the same shall be furnished to Lender. If Borrower fails to pay the premium on any such insurance, Lender may, after due notice to the Borrower, do so for the Borrower's account adding the amount thereof to the debt secured hereby. Borrower hereby assigns to Lender any returned or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever, and all proceeds of such policies and direct insurers to pay Lender any amounts due. Upon the occurrence of any default, Lender is hereby appointed as the Borrower's attorney-in-fact to endorse any draft or check which may be payable to Borrower in order to collect any returned or unearned premiums, or the proceeds of such insurance. Any balance of insurance proceeds remaining after payment in full of all amounts secured hereby shall be paid to Borrower.

(e) Liens. Borrower shall not permit any other claim, charge, lien, encumbrance or security interest of any nature whatsoever to attach to any of the Collateral, permit the Collateral to be levied upon under any legal process, or permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Security Agreement.

 (f) ~~Filings. Borrower shall pay all costs of filing any financing continuation or termination statements and all other documents necessary or desirable to perfect or otherwise place the public on notice with respect to the security interest created by this Security Agreement. Lender is hereby appointed as Borrower's attorney-in-fact to do all acts and things which Lender may deem necessary to perfect and continue perfected the security interest created by this Security Agreement and to protect the Collateral. A photographic or other reproduction of this Security Agreement, or any financing statement signed by Borrower, is sufficient as a financing statement.~~

5. Default and Remedies. The failure of Borrower to pay when due any amount owing under or pursuant to the Judgment Note, any other breach, violation or default by Borrower under or pursuant to the Judgment Note, the failure of any representation or warranty made by Borrower in this Security Agreement to be true and correct; or the failure of Borrower to fully and timely observe and perform any of the provisions which are contained in this Security Agreement shall constitute an event of default ("Event of Default") under this Security Agreement, and in such event, Lender may exercise any and all rights and remedies which are contained or referred to in the Judgment Note, which are contained or referred to in this Security Agreement and which are at law, in equity or by statute permitted or provided, including the rights of secured party under the Pennsylvania Uniform Commercial Code, all of which rights and remedies are cumulative and may be exercised concurrently or consecutively, as Lender shall determine. It is understood and agreed that this Security Agreement has been made and entered into pursuant to the Pennsylvania Uniform Commercial Code and Lender has all of the rights and remedies accorded thereby. If any provisions of this Security Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Security Agreement.

6. Assignment. Lender shall have the right to assign this Security Agreement and any rights and remedies hereunder at any time without the consent of Borrower. Borrower shall not be entitled to assign this Security Agreement or any rights hereunder or delegate any of its duties hereunder.

7. Construction. Borrower and Lender acknowledge that the provisions of this Security Agreement have been negotiated by and between counsel for Borrower and counsel for Lender and shall not be more strictly construed against either party.

8. Miscellaneous Provisions. The word "including" shall be a word of enlargement rather than a word of limitation and shall be deemed to mean "including but not limited to" rather than "including only". The term "sole and absolute discretion" means the sole and absolute discretion of the party exercising the same without regard to any standard of reasonableness or other standard by which the determination that party might be challenged. All notices, consents, requests, demands and other communications permitted or required to be given pursuant to the provisions of this Security Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, or sent by nationally recognized overnight courier. No failure on the part of either party to this Security Agreement to exercise and no delay in exercising any right or remedy under this Security Agreement or permitted or provided by statute, at law or in equity shall operate as a waiver thereof nor an estoppel thereto, nor shall any single or partial exercise by either party to this Security Agreement of any such right or remedy preclude any other or future exercise thereof, or the exercise of any other right or remedy. When the sense so requires, words of any gender used in this Security Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural and vice versa. All pronouns and adjectives and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons may require. Upon request by either party to this Security Agreement, the other party hereto shall execute and deliver to the requesting party such additional documents as may be necessary or desirable to effectuate the intent of this Security Agreement. The caption or heading of each Section of this Security Agreement does not constitute a part of this Security Agreement but is for informational purposes only. If any provision of this Security Agreement or the application thereof to any party or circumstance, be held invalid or unenforceable, the remainder of this Security Agreement, and the application of such provisions to other parties or circumstances, shall not be affected thereby and to this end, the provisions of this Security Agreement are declared severable. This Security Agreement contains the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior conversations, discussions and negotiations with respect to the subject matter hereof and may not be amended, modified or terminated except in writing and duly executed by the parties hereto. Time shall be of the essence of this Security Agreement. Neither of the parties to this Security Agreement may assign this Security Agreement or any rights hereunder without the prior written consent of the other party hereto. This Security Agreement shall be binding upon the parties hereto and their respective heirs, representatives, successors and to the extent permitted, assigns. This Security Agreement shall be deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Each of the parties to this Security Agreement irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding (collectively, "Suit") arising out of this Security Agreement or otherwise between the parties, shall be brought and adjudicated in the Court of Common Pleas of Berks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, (b) submits to the exclusive jurisdiction of any such court for the purpose of any such Suit, and (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such Suit, any claim that such party is not subject to the jurisdiction of

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any of the above courts, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have caused this Security Agreement to be executed as of the day and year first above written.

BORROWER:

LOCKER MARKETING, LLC

By: 

Todd R. Locker, Sr., Manager

LENDER:

PERFORMANCE SPORTS APPAREL, INC.

By: 

Paul G. Oxholm, Acting President

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EXHIBIT A"

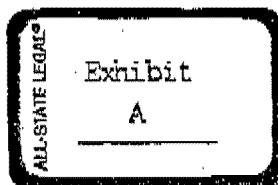
LIST OF INTELLECTUAL PROPERTY
AND
MARKETING MATERIALS

Listing of Intellectual Property

CONFIDENTIAL

May 20, 2010

- Library of 200+ Fabric Designs including SilverMax knit and performance characteristics
- Library of Fabric Specifications
- Listing of Qualified Fabric Vendors
- In total, more than 2200 core product designs dating back to 1995, yielding over 45,000 individual SKUs when adjusted for sizes, colors and camouflage patterns:
 - Library of Garment Designs
 - Library of Garment Specifications
- Listing of Qualified Apparel Vendors
- Various Performance Protocols and Independent Laboratory Testing Reports
 - Comparative R-value performance
 - Bacterial Suppression including MRSA
- Marketing Material Designs and Programs
- Packaging Material Designs
- Logo Specifications
- Customer Database including Sales History by Product
- Trademarks (See attached)



TRADEMARK
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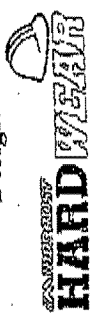
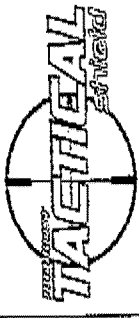
December 14, 2010

Performance Sports Apparel, Inc. Trademarks List

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
BI-PLY	United States	737938	9/18/62	Men's and boys' underwear, in Class 25	Renewal - 9/18/12
DYNAMIC WARMTH TECHNOLOGY	United States	3259248	7/3/07	Clothing, namely tops, pants, shorts and underwear, hoods, gloves and socks, in Class 25	Declaration of Use (6 year) - 7/3/13 Renewal - 7/3/17
MEDALIST	Canada	TMA624236	11/1/04	Clothing, namely underwear and turtlenecks, in Class 25	Renewal - 11/1/19
MEDALIST	Japan	4822562	12/3/04	Clothing, garters, sock suspenders, braces, bands, belts, costumes for dressing-up, in Class 25	Renewal - 12/3/14
MEDALIST	United States	1513658	11/22/88	Clothing, namely underwear, socks, turtlenecks, sweaters and warm-up tops and bottoms, in Class 25	Renewal - 11/22/18
MEDALIST 24 HOUR EXPRESS	United States	1791846	9/7/93	Order processing services in Class 35	Renewal - 9/7/13
MEDALIST ANTI-ODORGEAR	United States	2905304	11/23/04	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - Final Grace Period Deadline - 5/23/11 Renewal - 11/23/14

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December 14, 2010


Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
MEDALIST BUGPROOF-GEAR	United States	2905303	11/23/04	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - Final Grace Period Deadline - 5/23/11 Renewal - 11/23/14
MEDALIST HARDWEAR	United States	3157004	10/17/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 10/17/12 Renewal - 10/17/16
MEDALIST HARDWEAR & Design 	United States	3167773	11/7/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 11/7/12 Renewal - 11/7/16
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MEDALIST TACTICAL SHIELD & DESIGN 	United States	3170866	11/14/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 11/14/12 Renewal - 11/14/16

December 14, 2010

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
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NORTHWEST PASSAGE	United States	1326007	3/19/85	Thermal underwear, sweaters, shirts, hosiery, socks, mittens and slippers, in Class 25	Renewal - 3/19/15
SILVERMAX	Canada	TMA775148	8/20/2010	Clothing, namely underwear, shorts and T-shirts; pants and tops; jackets; socks; shirts and bibs; caps, hoods, gloves, beanie liners, coveralls; vests; tops, pants, shorts, and underwear	Declaration of Use - 8/20/2013 Renewal - 8/20/2025
SILVERMAX	United States	3063408	2/28/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 2/28/12 Renewal - 2/28/16
SKI SKINS	United States	1668592	12/17/91	Clothing, namely men's, ladies' and children's underwear, and men's, ladies' and children's sportswear; namely, parkas, warmup pants, ski pants, jump suits, jackets, sweaters and sport suits, in Class 25	Renewal - 12/17/11
SKI SKINS	United States	889423	4/14/70	Men's winter underwear, in Class 25	Allowed to expire
SKINETICS	United States	1602395	6/19/90	Clothing, namely turtlenecks, pullovers, underwear tops and bottoms, in Class 25	Renewal - 6/19/10 Final Grace Period Deadline - 12/19/10

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December 14, 2010

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
WEATHER MAX WATERPROOF & Design 	United States	3314493	10/16/07	Clothing, namely pants, gloves, hats and jackets, in Class 25	Declaration of Use (6 year) - 10/16/13 Renewal - 10/16/17
WINTIMATES	Canada	TMA458450	5/31/96	Wearing apparel, namely long underwear, bodysuits and leggings; intimate thermal long underwear, body suits and union suits namely one piece full length long underwear for women, in Class 25	Renewal - 5/31/11

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PSA Archives
Document Location

Performance Sports Apparel, Inc. - Document Archives

Category	Sub-Category	Pallet #	Carton #	Date (Range)	Keep for (years)	Contents/Description
Product Development	Specifications	#4	#4			Color Library standards
Product Development	Specifications	#4	#5			Color Library standards
Product Development	Sourcing/Procurement	#4	#1	1998-201	Indefinite	Sourcing vendor files, POs 1998-200 receipt docs., Various fit sheets, BugSkinz fit garments, 7814/7815 CD Rom files
Sales	Color and Fabric	#4	#1	Various		Color dips, product fabrics, color samples, Athletic/outdoor, Market Access Grant
Sales	Sales Representatives	#4	#2	2008-2009	7	Rep territories, 2008-2009, commission reports 2008/2009, 2006 rep Accounts customer base
Marketing Operations	Market competition	#14	#5	2009-2010	7	Competitive info, sales reps term letters
Marketing Operations	Quality	#13	#1	Various	7	1995-1997 lost&specs, 2010 hunt, Vendor guide, garment specs, return authorization logs
Marketing Operations	Quality	#13	#2	Various	7	Style specifications
Marketing Operations	Production	#14	#3	2004-2010	7	Receivers/Audits
Marketing Operations		#14	#1	1995-2010	7	Product catalogs, production records for 2010 bug skinz, sticker binders, care content labels binder, label printer manual, Wolf form purchase, notes on sizing
Marketing	Graphics	#4	#1	Various	7	DVD/CD product Graphics
Marketing	Graphics	#4	#2	Various	7	Hunting Show DVDs
Marketing	Design Proofs & Info	#4	#1	Various	Indefinite	Fabric marketing research; design proofs
Marketing	Graphics	#4	#3	2005-2009		IMEDS 2005/2006, Media sponsorship, Magazine write ups, 2005/2006 Conversion to offshore, Fall Packaging
Operations	Import	#4	#1	2008	7	2008 Lesotho Production Customs Inquiry, Misc 2008 & 2009 Import documentation (customers entries, pack lists, Certificates, etc.), 7859 customs ruling, 2008 completed goods
Operations	Import	#4	#2	2008	7	2007 POs - 1750/2052/1592/1697/1706/1708/2170, Vast QC, X-Static Fabric project, Vast binder of shipments, 2006 J2L binder, 2007 Texland binder, 2007 Unieastern binder, 2007 Debit notes, 2007 Outdoor cap binder, 2007 Great Union binder, 2007 Yin Chyns binder
Operations	Sourcing/Import Files	#4	#3	2007	7	J2L reconciliations, 2006 Import receipts, Unieastern GU Yia Chyns, Vast Focus J2L
Operations	Sourcing/Import Files	#4	#4	2006-2007	7	Fabric samples-11 boxes, Quality Assurance records T.O.P. Texland 2008, Yia Chyns 2008, GU 2008, Euro Garments first pro., Euro 2008 preprod., Texland 2008, Yia Chyns 2008 Preprod., T.O.P. GU 2008, T.O.P. Preprod, Apollo 2009, T.O.P. GU 2009, T.O.P.
Operations	Product Development-Technical	#13	#5	2008-2009		
Operations	Quality	#10	Various	2008-2009		

PSA Archives

Document Location

Operations	Quality	#11	Various	2008-2010	Unicestern 2009, T.O.P. Evergreen/Beta 2008/2009/2010 fit garments, Vast 7870HC preprod., Library 1-6, Prototype garments, Samples, fit records, asst socks 2009 Fabric header cards, 2002 finished goods spec., historical fabric data, private label specs 1999-2005, 2003-2006 style costs sheets, 2001-2002 burton specs.- Attached box content listing
Operations	Product Development- Technical/Historical	#12	#4	Various	Lectra Design System, manuals and software Lectra Design System, software, books, button box Chemical info, fiber info, fabric info, 2010 Trade Show Tech information Fabric info, fiber info. X-Static test data, sourcing info., fabric info., thinulate samples Vendor files and communications
Product Development	IP - Garment Design	#4	#2	1995-2007	Indefinite
Product Development	IP - Garment Design	#4	#1	1995-2007	Indefinite
Product Development	IP - Fabric	#4	#1	Various	7
Product Development	IP - fabric/Fiber	#4	#2	Various	7
Product Development	IP - test data	#4	#3	Various	7
Product Development	Vendor Files	#4	#1	Various	
Product Development	Customer Files	#4	#1	Various	Customer files, Cabela's Seclusion development Pertex, Tiong Liong, other various vendors
Product Development	Fabric Library	#4	#2	Various	Unique Way Fabric Looks Tiong Liong Fabric book, MDS, Tencel
Product Development	Fabric Library	#4	#3	Various	Catalogs 93-2010, Product line binders, 2010 labels embellishments, static binder, SOP's, vendor compliance, care instructions, 2009 forecast
Product Development	Specs/Technical	#4	#1	1993-2010	Indefinite
Product Development	Specifications	#4	#2	2006-2010	Indefinite
					Private label spec binders, cost binder, 2009 fit notes, 2010 proposed POs, 2008 FR folder, Kohl's project, 2008 Athletic, 2006 spec dev. 211/7817/7816/6455/7821/7813/7809/6442

ASSIGNMENT AGREEMENT

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ASSIGNMENT AGREEMENT

This Assignment ("Assignment Agreement") is made as of the 20th day of December, 2010, by and between Performance Sports Apparel, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("PSA")

and

Rolf D. Schmidt, an adult individual and citizen of the Commonwealth of Pennsylvania ("Schmidt").

BACKGROUND

PSA was in the apparel business. PSA is no longer conducting business activities. There is a substantial indebtedness owing by PSA to Schmidt (the "Indebtedness"), which Indebtedness is secured by a perfected security interest in all of the assets of PSA (the "Security Interest").

PSA and Locker Marketing, LLC ("Locker") have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), pursuant to which PSA intends to sell to Locker and Locker intends to purchase from PSA, certain assets (the "Purchase Assets") as more fully set forth in the Asset Purchase Agreement. A true and correct copy of the Asset Purchase Agreement is attached hereto, marked Exhibit "A" and incorporated herein by reference.

A condition of the sale and purchase of the Purchase Assets is the release by Schmidt of the Security Interest in the Assets and Schmidt has agreed thereto subject to and contingent upon the provisions of this Assignment Agreement.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, and in consideration of the provisions herein contained, the legal sufficiency of which is acknowledged by each of the parties hereto, and the parties hereto agree as follows:

1. Background. The provisions of the background section which are set forth above are incorporated herein by reference and constitute an integral part of the agreement of the parties hereto.
2. Assignment. In consideration of the release by Schmidt of his Security Interest in the Purchase Assets, PSA hereby assigns all of its right, title and interest in and to: the Asset Purchase Agreement, including all rights to receive all of the Purchase Price (as that term is defined in the Asset Purchase Agreement); the Judgment Note (the right to receive all monies owing pursuant to the Judgment Note) referred to in the Asset Purchase Agreement, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by reference; the Security Agreement referred to in the Asset Purchase Agreement, a copy of which is attached hereto, marked Exhibit "C" and incorporated herein by reference; and any and all other privileges, proceeds, rights and remedies arising out of or pertaining in any way to the transaction set forth in the Asset Purchase Agreement.
3. Security Interest. PSA hereby affirms and ratifies Schmidt's Security Interest in any and all tangible and intangible assets, goods, and property of any and every nature including all proceeds and products thereof, and including all of the instruments referred to in Section 2 of this Agreement, now or hereafter acquired by PSA other than in the Purchase Assets released pursuant hereto.
4. Miscellaneous Provisions. The word "including" shall be a word of enlargement rather than a word of limitation and shall be deemed to mean "including but not limited to" rather than

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"including only". All notices, consents, requests, demands and other communications permitted or required to be given pursuant to the provisions of this Assignment Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, or sent by nationally recognized overnight courier. No failure on the part of either party to this Assignment Agreement to exercise and no delay in exercising any right or remedy under this Assignment Agreement or permitted or provided by statute, at law or in equity shall operate as a waiver thereof nor an estoppel thereto, nor shall any single or partial exercise by either party to this Assignment Agreement of any such right or remedy preclude any other or future exercise thereof, or the exercise of any other right or remedy. When the sense so requires, words of any gender used in this Assignment Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural and vice versa. All pronouns and adjectives and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, single and plural as the identity of the person or persons may require. Upon request by either party to this Assignment Agreement, the other party hereto shall execute and deliver to the requesting party such additional documents as may be necessary or desirable to effectuate the intent of this Assignment Agreement. The caption or heading of each Section of this Assignment Agreement does not constitute a part of this Assignment Agreement but is for informational purposes only. If any provision of this Assignment Agreement or the application thereof to any party or circumstance, be held invalid or unenforceable, the remainder of this Assignment Agreement, and the application of such provisions to other parties or circumstances, shall not be affected thereby and to this end, the provisions of this Assignment Agreement are declared severable. This Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior conversations, discussions and negotiations with respect to the subject matter hereof and may not be amended, modified or terminated except in writing and duly executed by the parties hereto. Time shall be of the essence of this Assignment Agreement. Neither of the parties to this Assignment Agreement may assign this Assignment Agreement or any rights hereunder without the prior written consent of the other party hereto. This Assignment Agreement shall be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. This Assignment Agreement shall be deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Each of the parties to this Assignment Agreement irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding (collectively, "Suit") arising out of this Assignment Agreement or otherwise between the parties, shall be brought and adjudicated in the Court of Common Pleas of Berks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, (b) submits to the exclusive jurisdiction of any such court for the purpose of any such Suit, and (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such Suit, any claim that such party is not subject to the jurisdiction of any of the above courts, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper.

PERFORMANCE SPORTS APPAREL, INC.

By: 

Paul G. Oxholm, Acting President


Rolf D. Schmidt

List of Exhibits

Exhibit A - Asset Purchase Agreement

Exhibit B - Judgment Note

Exhibit C - Security Agreement

Exhibit A - Asset Purchase Agreement

Asset Purchase Agreement

THIS AGREEMENT is made and executed this 20th day of December 2010, by and between Performance Sports Apparel, Inc., a Pennsylvania corporation with a principal place of business located at 855 Berkshire Boulevard, Suite 103, Wyomissing, Pennsylvania, 19611 (hereinafter referred to as "Seller") and Locker Marketing, LLC, a Pennsylvania limited liability company with its principal place of business located at 361 Knorr Road, Gettysburg, Pennsylvania, 17325 (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, the Seller is the owner of various assets which it uses in its business which sells sporting and outdoor apparel (hereinafter referred to as the "Seller's Business");

WHEREAS, the Seller desires to sell and the Purchaser desires to purchase certain assets of the Seller's Business as hereinafter provided for in this Agreement; and

WHEREAS, the Seller and the Purchaser are willing to undergo a sale and purchase of certain assets of Seller's Business in accordance with the terms, conditions, understandings, and contingencies contained herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. Sale of Seller's Business.

(a) Sale and Purchase of Assets of Seller's Business. The Seller shall sell, assign, transfer, and deliver to the Purchaser, and the Purchaser shall purchase and accept all of Seller's right, title and interest in and to certain assets of Seller's Business, free and clear of all debts, mortgages, security interests and other liens or encumbrances for the consideration hereinafter provided, and subject to the terms and conditions hereinafter set forth. Subject to the provisions of Section 1 (b) (Excluded Assets) of this Agreement, the assets of Seller's Business (hereinafter the "Assets"), which Seller shall sell, convey, transfer and deliver to Purchaser, shall be limited to the following:

- (i) To the extent that the Seller used the Pictitious Name "Silvermax" in the Commonwealth of Pennsylvania, they shall convey all rights to this name to the Purchaser;
- (ii) Seller's entire inventory of patterns and samples;

December 16, 2010

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(iii) Seller's intellectual property rights to all names, tradenames, websites, domain names, passwords, and other intellectual property identified on the Listing of Intellectual Property attached hereto as Exhibit "A" and incorporated herein by reference;

(iv) All marketing materials used in connection with Seller's Business (the "Marketing Materials") which are ~~appended to the Bill of Sale attached hereto as Exhibit "B"; and~~ ^{set forth in the attached} ~~or is otherwise not assignable;~~

(v) Seller's good will, customer lists, rights in trade names, and except where the assignment is prohibited by law, the ~~business telephone numbers, all advertisements, and all~~ licenses.

(b) Excluded Assets. By way of clarification, the Purchaser acknowledges that it is purchasing only the assets specifically set forth in Section 1 (a) of this Agreement, and is not purchasing any right, title or interest of any nature whatsoever in or to any of Seller's other assets, properties, rights or privileges, including any of the assets, rights, or privileges set forth on Exhibit "C" which is attached hereto and incorporated herein by reference, all of which are expressly excluded from the transaction contemplated by this Agreement.

(c) No Assumption of Liabilities. Unless specifically otherwise set forth herein, the Purchaser shall not assume any liability or other obligations of the Seller whatsoever, including Seller's contractual obligations. Specifically, but not by way of limitation, Purchaser will not be responsible for any costs or expenses associated with the operation of Seller's Business incurred prior to the date of Closing, including (without limitation) unpaid wages, vacation pay, severance pay, taxes, amounts owed to vendors, insurance premiums, and rent. Seller shall not represent to any person that the Purchaser will assume or has assumed responsibility for any liability or other obligations of the Seller.

2. Purchase Price Terms.

(a) Purchase Price Amount. The total consideration for the Assets shall be Two Hundred Fifty Thousand (\$250,000.00) Dollars (hereinafter the "Purchase Price") subject to the adjustments provided herein. In addition to the Purchase Price, the Buyer will pay to the Seller a commission of 2 1/2 percent on landed cost of goods for five (5) years from the date of Closing. The phrase "landed cost of goods" shall include all goods which bear the name Medalist or Silvermax and all goods which are produced or derived, in whole or in part, from any of the assets being sold pursuant to

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December 16, 2010

DEC-16-2010 16:38

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shall

this transaction. Payment ~~should~~ be made quarterly and Seller shall have the right to audit Purchaser's books and records at their principal place of business during normal business hours upon ten (10) days advance written notice.

(b) Landed Cost of Goods.

- (i) Landed Cost of Goods. For purposes of this Agreement, the term "Landed Cost of Goods" shall mean the total cost of a landed shipment of goods including purchase price, freight, insurance, customs duties, taxes and other costs.
- (ii) Commission. In addition to the Purchase Price, the Purchaser shall pay to the Seller without setoff, defalcation or reduction, a commission (the "Commission") equal to two and one-half (2 ½%) of the Landed Cost of Goods which come into the possession or control of the Purchaser at any time during the five (5) year period beginning as of the date of Closing (as more fully referred to in Section 11 of this Agreement), the said five (5) year period being hereinafter referred to as the "Commission Period".
- (iii) Installments. The Commission shall be paid by the Purchaser to the seller in twenty (20) quarterly installments, the first such installment to be due and payable on April 1, 2011, and each subsequent installment to be paid on the first day of each calendar quarter thereafter. Each such installment shall be in an amount equal to the Commission on all Landed Cost of Goods coming into the possession or control of the Purchaser during the immediately preceding three (3) month period.
- (iv) Audit. The Seller shall have the right from time to time throughout the Commission Period and for one (1) year thereafter, with at least ten (10) days prior written notice to audit all books and records of the Purchaser in order to determine the accuracy of the amount of Commission paid by the Purchaser to the seller in accordance with the provisions of this Agreement.

(c) Allocation of the Purchase Price. The Seller and Purchaser agree that the Purchase Price shall be allocated as follows:

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December 16, 2010

DEC-16-2010 16:38

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Medalist name	\$100,000.00
Silvermax name	\$ 50,000.00
Sales history	\$ 10,000.00
Patterns and samples	\$ 40,000.00
Web sites and domains	\$ 25,000.00
Trademarks	\$ 20,000.00
Marketing Materials	\$ 5,000.00

TOTAL \$250,000.00

The parties hereby agree that such allocation reasonably reflects the fair market value of the Assets consistent with Section 1060 of the Internal Revenue Code. Each of the parties shall file Internal Revenue Service Form 8594 reflecting such allocations.

3. Payment of Purchase Price. The Purchase Price, subject to any credits and adjustments as hereinafter set forth, shall be paid by Purchaser as follows:

(a) At Closing, the Purchaser shall pay to the Seller, by bank check or attorney's escrow check, the sum of Fifty Thousand (\$50,000.00) Dollars.

(b) The balance of the purchase price shall be paid as follows:

- a. Fifty Thousand (\$50,000.00) on or before February 15, 2011;
- b. Fifty Thousand (\$50,000.00) on or before November 1, 2011;
- c. Fifty Thousand (\$50,000.00) on or before February 15, 2012;
- and
- d. Fifty Thousand (\$50,000.00) on or before November 11, 2012.

(c) All payments, other than the \$50,000.00 payment at Closing, shall be by wire transfer provided that Seller has provided adequate wiring instructions.

4. Purchase Price Adjustments. At Closing, the Purchase Price shall be adjusted as follows:

(a) The Seller shall pay to Purchaser any balances held for any deposits for any orders, storage or purchases as held by the Seller as of the date of the closing on this transaction. At Closing, Seller shall furnish a copy of all such deposits and shall also provide an itemization of such deposits to the Purchaser;

(b) The Seller shall pay to Purchaser any balances held for any deposits for any orders, storage or purchases as held by the Seller as of the date of the

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December 16, 2010

DEC-16-2010 16:38

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closing on this transaction. At Closing, Seller shall furnish a copy of all such deposits and shall also provide an itemization of such deposits to the Purchaser; and

(c) Seller shall be credited for any prepaid costs, if any, prorated as of the date of closing, for yellow page advertising and any other contractual advertising entered into previously by the Seller in the usual conduct of Seller's Business;

5. Accounts Receivable. The Seller shall be entitled to the proceeds of all payments made by customers after the closing for goods delivered and services performed prior to closing. All such payments received by Purchaser, if any, during the course of each month after closing shall be remitted by Purchaser to Seller within five (5) days of the end of each month for a period not to exceed twelve (12) months after closing at such time such accounts receivable will be considered to be uncollectible. Purchaser shall not be responsible in any manner to Seller with respect to accounts receivable, other than to receive and remit to Seller all moneys received by Purchaser on Seller's behalf. Any uncollectible accounts shall be the sole responsibility of Seller.

6. Secured Creditors. The Seller represents to the Purchaser that the Assets are subject only to perfected security interests in favor of Rolf D. Schmidt ("Schmidt") and Sharpoint Partners ("Sharpoint Partners") and that there are no other lienholders or secured creditors having a lien or security interest in or to any of the Assets. At Closing, the Seller shall deliver to the Purchaser releases executed by Schmidt and Sharpoint Partners releasing their respective security interests in and to the Assets together with such other releases, if any, acceptable to counsel for the Purchaser to release these security interests.

7. Rebates, Commissions, and Incentive Payments. Seller shall be entitled to any commissions earned for business through the date of closing as well as any rebates for incentives/discounts from suppliers through the date of closing. All such payments received by Purchaser, if any, during the course of each month after closing shall be remitted by Purchaser to Seller within five (5) days after the end of each month for a period not to exceed one (1) year at such time such rebates, commissions and incentive payments will be considered uncollectible. Purchaser shall not be responsible in any manner to Seller with respect to such rebates, incentives, and/or discounts, other than to receive and remit to Seller all moneys received by Purchaser on Seller's behalf. Any uncollectible rebates, commissions and incentive payments shall be the sole responsibility of Seller.

8. Employees of Seller. Seller acknowledges that: (i) Purchaser is assuming no obligations or liabilities of Seller with respect to any employees of Seller; (ii) Purchaser has not promised, or is not otherwise obligated to make, any offer of employment to any of Seller's employees; (iii) Purchaser may solicit certain employees of Seller to become employees of the Purchaser. Seller agrees to defend, indemnify and

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December 16, 2010

DEC-16-2010 16:39

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hold Purchaser harmless against any and all costs, expenses, judgments, and similar items arising out of, or relating to, claims made against Purchaser by any employees of Seller provided that any such claim arose prior to the date of closing and involves a prior employment relationship with Seller. Purchaser agrees to defend, indemnify and hold Seller harmless against any and all costs, expenses, judgments, and similar items arising out of, or relating to, claims made against Seller by any employees of Purchaser provided that any such claim arose after the date of closing and involve a prior employment relationship with Seller.

9. Conditions Precedent to the Obligation of Seller. The obligations of Seller to consummate the Agreement are subject to the fulfillment on or before the closing date of each of the following conditions:

(a) Payment. Purchaser will make the \$50,000.00 payment to Seller as provided in Paragraph 3 (a) herein.

(b) Bill of Sale. Purchaser will sign a Bill of Sale in accordance with Paragraph 3 (b) herein.

(c) Judgment Note. Purchaser will sign a Judgment Note prepared by counsel for the Seller which is acceptable to counsel for the Purchaser.

(d) Security Agreement. Purchaser will sign a Security Agreement prepared by counsel for the Seller which is acceptable to counsel for the Purchaser.

(e) Security Interest in Marks. Purchaser will sign such documents as are necessary for Seller to record security interests in the Intellectual Property which is identified on Exhibit "A" attached hereto and incorporated herein by reference.

10. Conditions Precedent to the Obligation of Purchaser. The obligations of Purchaser to consummate the Agreement are subject to fulfillment of each of the following conditions precedent:

(a) Assignment Agreement. Delivery by the Seller to the Purchaser of an Assignment Agreement executed by the Seller and Mr. Rolf D. Schmidt wherein Seller assigns to Mr. Rolf D. Schmidt the right to receive the entire purchase price herein. This Assignment Agreement must be acceptable to counsel for the Purchaser.

(b) Releases. Delivery by Seller to the Purchaser of Releases executed by Mr. Rolf D. Schmidt and Sharp Point Partners, wherein they release any and all security interests in the Assets listed in Exhibits "A" or "B", which shall be acceptable to counsel for the Purchaser, and which shall be filed with the Department of State by Purchaser to release their security interest in the Assets.

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December 16, 2010

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10A. Trade Names. The Seller and the Purchaser acknowledge that the Seller has not registered either "Medalist" or "Silvermax" as a fictitious trade name in the Commonwealth of Pennsylvania or in any other jurisdiction. Notwithstanding such acknowledgment, the Seller hereby assigns to the Purchaser its right, if any such right exists, in and to "Medalist" and to "Silvermax". Nothing contained in this Section 10A or otherwise shall constitute a representation or warranty by the Seller that it has any right of any nature in or to the trade names "Medalist" or "Silvermax".

(c) Bill of Sale. The Seller shall sign the Bill of Sale attached hereto as Exhibit "B" and incorporated herein by reference.

10. A. See Above

11. Closing. Closing (the "Closing") shall occur on December 20, 2010 contemporaneously with the full execution of this Agreement by the Seller and the Purchaser. The exchange of copies of this Agreement and each of the documents referred to or required by this Agreement and signature pages by facsimile transmission shall constitute effective execution and delivery of this agreement and each of the documents referred to or required in this Agreement. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes. Delivery to the extent practical, of the Assets shall be in electronic form. With respect to those Assets where delivery of possession cannot be practically accomplished in electronic form, the Purchaser shall take physical possession thereof at the mutual convenience of the seller and the Purchaser no later than December 30, 2011. The Seller and the Purchaser covenant to each other to extend reasonable cooperation with respect to the delivery of all of the Assets.

12. Documents to be Delivered and/or Signed by Seller.

(a) Bill of Sale conveying good and marketable title to the Assets identified on Exhibit "B" which are conveyed free and clear of all debts, liabilities, security interests, liens, mortgages, conditional sale and other title retention agreements, pledges, assessments, covenants, restrictions, reservations, easements and other burdens and encumbrances of any nature.

(b) All documents necessary, as the Purchaser may request, to transfer Trade Names;

(c) All documents necessary, as the Purchaser may request, to transfer the Trademarks and other property listed on Exhibit "A"; and

(d) All other documents reasonably required to convey title to the Assets being sold.

13. Risk of Loss. At the time of closing, all property agreed to be sold hereunder shall be delivered to the Purchaser in the same condition as at the close of business on the execution date of this Agreement, except for ordinary use and wear thereof, changes occurring in the ordinary course of business between the date of execution of this Agreement and the date of closing, and damage or loss from causes beyond the reasonable power and control of the Seller. Until closing, the risk of loss or damage to the premises at which Seller's Business is conducted or to any of the Assets

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December 16, 2010

DEC-16-2010 16:39

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herein being sold, including any items of equipment, furniture, fixtures or inventory, whether by fire or other casualty shall be borne by the Seller.

14. Representations and Warranties of Seller. Seller represents and warrants that:

(a) Title to Assets. Except as otherwise indicated, Seller is the owner of all Assets being sold hereunder and has, or will have as of the date of closing, good and marketable title to all of the Assets being purchased hereunder, they are being sold free and clear of any mortgages, pledges, security interests, liens, encumbrances or claims of any kind whatsoever and that Seller has the absolute right, power and authority to sell the Assets under the terms and conditions set forth herein.

(b) Trademark Recordation Forms. The Seller does not own a Pennsylvania corporate name listing for "Medalist, Inc." but does own the trademark MEDALIST and the variations thereof listed on Exhibit "A" (e.g., MEDALIST 24 HOUR EXPRESS, MEDALIST HARDWEAR, MEDALIST TACTICAL SHIELD), which exhibit is incorporated herein by reference. Seller's rights to MEDALIST and those variations of MEDALIST are limited to those jurisdictions and to the goods and services listed for each in Exhibit "A" (collectively, these are referenced below as the "Medalist Marks"). Notwithstanding the fact that it does not own a Pennsylvania corporate name listing for "Medalist, Inc." to the best of its knowledge, Seller represents and warrants that it has the full right and authority to use the MEDALIST trademark and the US variations listed in Exhibit "A" within the Commonwealth of Pennsylvania for the goods and services identified in the US "Medalist" registrations listed on that Exhibit. The Seller further represents and warrants that it has the right to convey to Purchaser (subject to the above-referenced security interest of Mr. Rolf D. Schmidt, the Medalist Marks and will cooperate, at Purchaser's sole cost and expense, with signing any trademark recordation forms related to the Medalist Marks, reasonably requested by Purchaser at closing or thereafter. Purchaser shall bear all costs for preparing and of recording any such trademark recordation forms with the US Patent and Trademark Office and any foreign trademark offices.

(c) Existing Contracts. That Seller has not entered into any contract for personal services to be rendered with any person or entity which will affect Purchaser at the time of closing and that all employees of Seller shall be paid in full, including vacation and sick days, through the date of closing. That Seller will not have any contract for the purchase or sale of merchandise supplied or for any other obligation for which Purchaser is responsible other than in the ordinary course of business.

(d) Security Interests. Except for such security interests in favor of Schmidt and Sharpshoot Partners which shall be released prior to closing, there are no liens, encumbrances, judgments, security interests or claims against any of the Assets.

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December 16, 2010

DEC-16-2010 16:39

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(e) Suits or Judgments. To the best of Seller's knowledge, there are no pending or threatened claims, investigations, actions, suits or proceedings at law or in equity or by any administrative agency or governmental body or otherwise pending against or affecting the Assts.

(f) Violations or Defaults. That to the best of Seller's knowledge, Seller is not in violation of any laws, regulations, ordinances or rules of any federal, state, municipal body or any other entity having jurisdiction over any aspect of the Seller's Business and is not in default, in any material respect under any contract, agreement, license, commitment, instrument or obligation that is of material importance to the Seller's Business.

(g) Warranties. That Seller has not given any express or implied warranties regarding the Assets. The Assets listed on the Bill of Sale are being sold "As Is."

(h) Environmental Law. That to the best of Seller's knowledge, Seller is in compliance with all applicable health safety and environmental laws, rules, regulations, ordinances and/or other legal requirements with respect to and/or affecting Seller's Business and/or the Assets. The Seller has no knowledge of any threatened or pending health, safety or environmental administrative claim or lawsuit against Seller's Business and/or the Assets to be conveyed and transferred at closing. Seller's Business and/or the Assets do not use, constitute or contain toxic materials, hazardous materials, hazardous waste, hazardous substances, pollutants, contaminants or the like regulated as such under the various applicable health, safety and environmental laws, rules, regulations, ordinances, and/or other legal requirements.

To the
best of
Seller's
knowledge

(i) Tax Returns and Payment. Seller has duly and timely filed or caused to be filed and will duly and timely file or cause to be filed for all tax periods through closing date all tax returns required to be filed by Seller with all authorities having jurisdiction over Seller, Seller's Business or any its assets; Seller has paid or caused to be paid and will pay or cause to be paid for all tax periods all taxes due and payable on said returns and all assets with respect thereto received by Seller and all other taxes, governmental charges and related duties, penalties, interest and fines due and payable by Seller. Seller has withheld from each payment made to each of their employees the amounts of all taxes required to be withheld there from and all amounts customarily withheld there from and has set aside with respect to such wages and has paid the same to, or has deposited such payment with the proper tax receiving officers or other appropriate authorities, or, as to payroll subsequent to the closing and will timely deposit with or pay the same to such officers or authorities.

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December 16, 2010

DEC-16-2010 16:39

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(j) Sales Tax. Seller has or will pay all sales, excise, transfer, use or other taxes imposed by any jurisdiction upon the sale, transfer and delivery by Seller of the Assets. Seller shall prepare and timely file all necessary tax returns with respect to the foregoing. Subsequent to Closing, Seller shall apply for and make reasonable efforts to obtain all Clearance Certificates required by the Pennsylvania bulk sale provisions of 69 Pa.C.S. § 529 (regarding bulk sales generally, 43 P.S. § 788.3 (regarding unemployment compensation taxes), and 72 P.S. § 7240 (regarding sales and use tax).

(k) Licenses. Seller has all governmental licenses and permits which are necessary and material to the conduct of Seller's Business or the operation of their properties and assets as now conducted and such licenses and permits are in full force and effect.

(l) Material Disclosures. ~~The Seller will sell the Assets listed in the Bill of Sale "As Is". However, with respect to the Seller's Intellectual Property rights identified on the list of Intellectual Property attached hereto as Exhibit "A" and incorporated herein by reference, Seller represents that there is no fact which materially adversely affect, or in the future may materially adversely affect, these Intellectual Property rights, operation, affairs, conditions, or prospects which has not been set forth in this Agreement or in the exhibits, documents, instruments, certificates or schedules furnished pursuant hereto.~~

(m) The Seller will sell the Assets listed in the Bill of Sale "As Is". With respect to the intellectual property identified on the List of Intellectual Property attached hereto as Exhibit "A", Seller represents that to the best of its knowledge, ~~Seller represents that there is no fact (other than general economic, financial, industry or political facts and circumstances) which materially adversely affects, or in the future may materially adversely affect, such rights which is not contained in this Agreement or any of the documents referred to in this Agreement, or which has not been made known to the Purchaser prior to Closing, or which a person having a reasonable knowledge of the industry of which Seller's Business is a part would know.~~

The representations and warranties of the Seller contained in this Agreement or in any document referred to or related to this Agreement for the transactions contemplated hereby shall terminate one (1) year following the dated of closing.

15. Representations and Warranties by Purchaser. Purchaser represents and warrants:

(a) The Purchaser has the funds available to complete the purchase as herein set forth.

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December 16, 2010

DEC-16-2010 16:40

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(b) Purchaser is not a party to, subject to or bound by any agreement, judgment, order, decree, injunction or writ which could prevent the carrying out of this Agreement.

The warranties and representations set forth in this paragraph shall survive the passing of title.

16. Trade Name Certificate. The parties hereto agree that included in the Purchase Price and mutual agreements herein, is the exclusive right by the Purchaser to use the trade names or trademarks which the Seller currently utilizes or any variation thereof.

17. Restrictive Covenant and Disclosure of Confidential Information.

(a) Confidential Information. Seller recognizes and acknowledges that ^{that none of its current employees, officers or directors shall} in the regular course of running Seller's Business (which is not limited to the business known as Performance Sports Apparel, Inc), it has become acquainted with confidential information. Seller agrees ~~not to~~ communicate or disclose, either directly or indirectly, to any person, corporation or entity outside of Purchaser and its assigns, at any time or under any circumstances, by trade secrets, inventions or writings (whether or not patentable or copyrightable), or confidential items or procedures, ideas, improvements, technical information, calculations and engineering information, reference material, data files, drawings, processes, methods, systems, known-how, data processing communications, computer hardware, software, systems, procedures, programs or documentation, business plans, pricing information, cost and price sheets, customer or supplier identity, lists, files, requirements or other customer or supplier information, customer or supplier correspondence, photographs, catalogs, and all other marketing and sales and purchasing literature, presentations materials and information, contracts, financial or strategic planning information, business plans, projections, and budgets, or any other confidential information concerning Seller's Business being sold herein, its customers, suppliers, licensors and licensees (collectively "Confidential Information"), without the prior written consent of Purchaser. Seller agrees that none of its current employees, officers, ^{or} ~~directors or shareholders~~ shall communicate or disclose any such Confidential Information, either directly or indirectly, with any other party. In the event that Seller receives a subpoena to produce documents or information which would constitute "confidential information" herein, Seller must immediately provide to Purchaser written notice thereof and give the Purchaser the opportunity to intervene and/or file a Motion to Quash the subpoena. Provided that Seller acts in good faith by providing sufficient advance written notice to give the Purchaser an opportunity to intervene and/or file a Motion to Quash, Seller shall not be responsible for the release of confidential information that is ordered by a Court of competent jurisdiction. Notwithstanding the foregoing, Seller shall have no responsibility for any disclosure of Confidential Information made by any former employee or officer without the consent

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ATTORNEYS AT LAW

544 CARLISLE STREET
HANOVER, PA 17331

(717) 530-9688

Initials: Seller B

Buyer

December 16, 2010

DEC-16-2010 16:40

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of the seller. In addition, the term "Confidential Information" shall not include any information or documentation:

- (i) that was publicly available prior to the date of this Agreement or subsequent to the date of this Agreement becomes publicly available without any breach, violation or default under this Agreement by Seller, or any of its employees, officers, directors, shareholders or other representatives; or
- (ii) that is required to be disclosed by lawfully issued subpoena, pursuant to court order or otherwise pursuant to applicable law provided that Seller has provided to Purchaser written notice thereof and gives the Purchaser the opportunity to intervene and/or file a Motion to Quash Subpoena as aforesaid.

(b) Non-Compete. Seller agrees, during the "Restricted Period" (as that term is hereinafter defined) and within the "Restricted Area" (as that term is hereinafter defined), that it will not in any manner, directly or indirectly, own, manage, work for, advise, assist, operate, join, control, participate in or be connected as an officer, director, employee, partner, creditor, investor, advisor, consultant or otherwise with any person or business entity (other than Purchaser) which competes with Purchaser is engaged in or is about to become engaged in the development, marketing or selling of any product or service which is comparable to or which substantially resembles the products or services provided by Seller's Business. The term "Restricted Period" shall mean a period of five (5) years from the date of closing. The term "Restricted Area" shall be defined as Canada and the United States of America.

(c) Non-Solicitation. Seller agrees, during the "Restricted Period", that it will not make any contact with, or solicit or accept either directly or indirectly business from, any existing customer or potential customer of Seller's Business.

(d) Non-Hiring. Unless the Purchaser otherwise consents in writing, during the Restricted Period, Seller shall not hire any employee of Purchaser or current employee of Seller's Business (either part-time or full-time), solicit or encourage any employee to leave the employ of Purchaser, hire any person who has left the employ of Purchaser within six (6) months after the termination of such person's employment.

(e) Reasonableness of Restrictions. Seller represents that its experience, capabilities and circumstances are such that the provisions contained in this Section 17 will not prevent it from earning a livelihood or otherwise impose an undue hardship on it. Sellers further agree that the limitations set forth in this Section 17

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544 CARLISLE STREET
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(717) 630-2688

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(including without limitation any time or territorial limitations) are reasonable and properly required for the adequate protection of the Seller's Business being conveyed hereunder.

(f) Irreparable Harm. Seller shall pay to Purchaser liquidated damages in the amount of One Thousand (\$1,000.00) Dollars for each material violation of any of its covenants contained in Section 17 provided that such material violation results in substantial damage to the Purchaser and provided further that in the aggregate, the amount of such violations shall not exceed Ten Thousand (\$10,000.00) Dollars.

(g) Covenants Independent. Seller's covenant in Section 17 of this Agreement is of the essence of this Agreement. They shall be construed and enforced independently of any other agreement between Seller and Purchaser, and the existence of any claim or cause of action by Seller against Purchaser whether under this Agreement or otherwise shall not constitute a defense to the enforcement by Purchaser of the covenants contained in Section 17.

(h) Reformation. If any provision contained in this Section 17 is held to be excessively broad as to time, geographical scope, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

18. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if mailed first class, postage prepaid, registered or certified mail return receipt requested, addressed as follows:

If to Purchaser: Locker Marketing, LLC
c/o Mr. Todd R. Locker, Sr.
1665 Orchard Drive
Chambersburg, PA 17201

If to Seller: Performance Sports Apparel, Inc.
c/o Mr. Paul G. Oxholm
855 Berkshire Boulevard, Suite 103
Wyomissing, PA 19611

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The Court of

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ATTORNEYS AT LAW

544 CARLISLE STREET
HANDOVER, PA 17331

(717) 630-9682

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Common Pleas of York County, Pennsylvania will have jurisdiction and venue over any disputes arising out of this Agreement or any Agreement referenced herein.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings of any nature whatsoever.

21. Waiver, Modification, Cancellation. Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

22. Agreement Binding Upon Heirs. This Agreement shall be binding not only upon the parties hereto, but also their heirs, executors, administrators, representatives, successors and assigns.

23. Execution of Facsimile Transmission. This Agreement and any amendments thereto may be executed by way of a facsimile transmission sent through a fax machine and such copy shall have the same legal enforceability and binding effect upon the parties as though it were signed by all parties in original form.

24. Assignment. The parties acknowledge that at Closing, the Seller intends to assign all of its right, title and interest in and to this Agreement and in and to the Judgment Note, Security Agreement and the transactions to which each pertain to Schmidt in exchange for his release of his security interest in the Assets. The Purchaser hereby consents to such assignment of those rights. and will be bound thereby.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have duly executed this Agreement as of the date first above written.

Attest:

SELLER:

Performance Sports Apparel, Inc.

Paul G. Oxholm
By: Paul G. Oxholm, ~~Interim~~ President
Acting

Attest:

PURCHASER:

Locker Marketing, LLC

Todd R. Locker
By: Todd R. Locker, Sr., Manager

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544 CARLISLE STREET
HANOVER, PA 17331

(717) 630-9688

Initials: Seller (F)
Buyer _____

December 16, 2010

EXHIBIT "A"

LISTING OF INTELLECTUAL PROPERTY

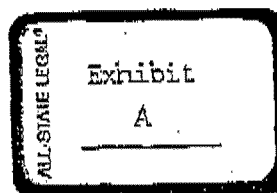
TRADEMARK

REEL: 004453 FRAME: 0164

CONFIDENTIAL

May 20, 2010

- Library of 200+ Fabric Designs including SilverMax knit and performance characteristics
- Library of Fabric Specifications
- Listing of Qualified Fabric Vendors
- In total, more than 2200 core product designs dating back to 1995, yielding over 45,000 individual SKUs when adjusted for sizes, colors and camouflage patterns:
 - Library of Garment Designs
 - Library of Garment Specifications
- Listing of Qualified Apparel Vendors
- Various Performance Protocols and Independent Laboratory Testing Reports
 - Comparative R-value performance
 - Bacterial Suppression including MRSA
- Marketing Material Designs and Programs
- Packaging Material Designs
- Logo Specifications
- Customer Database including Sales History by Product
- Trademarks (See attached)

TRADEMARK
REEL: 004453 FRAME: 0165

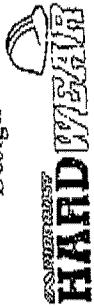
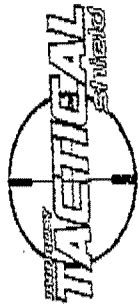
December 14, 2010

Performance Sports Apparel, Inc. Trademarks List

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
BI-PLY	United States	737938	9/18/62	Men's and boys' underwear, in Class 25	Renewal - 9/18/12
DYNAMIC WARMTH TECHNOLOGY	United States	3259248	7/3/07	Clothing, namely tops, pants, shorts and underwear, hoods, gloves and socks, in Class 25	Declaration of Use (6 year) - 7/3/13 Renewal - 7/3/17
MEDALIST	Canada	TMA624236	11/1/04	Clothing, namely underwear and turtlenecks, in Class 25	Renewal - 11/1/19
MEDALIST	Japan	4822562	12/3/04	Clothing, garters, sock suspenders, braces, bands, belts, costumes for dressing-up, in Class 25	Renewal - 12/3/14
MEDALIST	United States	1513658	11/22/88	Clothing, namely underwear, socks, turtlenecks, sweaters and warm-up tops and bottoms, in Class 25	Renewal - 11/22/18
MEDALIST 24 HOUR EXPRESS	United States	1791846	9/7/93	Order processing services in Class 35	Renewal - 9/7/13
MEDALIST ANTI-ODORGEAR	United States	2905304	11/23/04	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - Final Grace Period Deadline - 5/23/11 Renewal - 11/23/14

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December 14, 2010

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
MEDALIST BUGPROOF-GEAR	United States	2905303	11/23/04	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - Final Grace Period Deadline - 5/23/11 Renewal - 11/23/14
MEDALIST HARDWEAR	United States	3157004	10/17/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 10/17/12 Renewal - 10/17/16
MEDALIST HARDWEAR & Design 	United States	3167773	11/7/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 11/7/12 Renewal - 11/7/16
MEDALIST HUNTGEAR	United States	2929307	3/1/05	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 3/1/11 Renewal - 3/1/15
MEDALIST TACTICAL SHIELD & DESIGN 	United States	3170866	11/14/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 11/14/12 Renewal - 11/14/16


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December 14, 2010

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
MEDALIST TACTICAL SHIELD	United States	3170864	11/14/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 11/14/12 Renewal - 11/14/16
NORTHWEST PASSAGE SILVERMAX	United States	1326007	3/19/85	Thermal underwear, sweaters, shirts, hosiery, socks, mittens and slippers, in Class 25	Renewal - 3/19/15
	Canada	TMA775148	8/20/2010	Clothing, namely underwear; shorts and T-shirts; pants and tops; jackets; socks; shirts and bibs; caps, hoods, gloves, beanie liners, coveralls; vests; tops, pants, shorts, and underwear	Declaration of Use - 8/20/2013 Renewal - 8/20/2025
SILVERMAX	United States	3063408	2/28/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 2/28/12 Renewal - 2/28/16
SKI SKINS	United States	1668592	12/17/91	Clothing, namely men's, ladies' and children's underwear, and men's, ladies' and children's sportswear; namely, parkas, warmup pants, ski pants, jump suits, jackets, sweaters and sport suits, in Class 25	Renewal - 12/17/11
SKI SKINS	United States	889423	4/14/70	Men's winter underwear, in Class 25	Allowed to expire
SKINETICS	United States	1602395	6/19/90	Clothing, namely turtlenecks, pullovers, underwear tops and bottoms, in Class 25	Renewal - 6/19/10 Final Grace Period Deadline - 12/19/10

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December 14, 2010

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
WEATHER MAX WATERPROOF & Design 	United States	3314493	10/16/07	Clothing, namely pants, gloves, hats and jackets, in Class 25	Declaration of Use (6 year) – 10/16/13 Renewal – 10/16/17
WINTIMATES	Canada	TMA458450	5/31/96	Wearing apparel, namely long underwear, bodysuits and leggings; intimate thermal long underwear, body suits and union suits namely one piece full length long underwear for women, in Class 25	Renewal – 5/31/11

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EXHIBIT "B"

MARKETING MATERIALS

TRADEMARK

REEL: 004453 FRAME: 0170

PSA Archives
Document Location

Performance Sports Apparel, Inc. - Document Archives

Category	Sub-Category	Pallet #	Carton #	Date (Range)	Keep for (years)	Contents/Description
Product Development	Specifications	#4	#4			Color Library standards
Product Development	Specifications	#4	#5			Color Library standards
Product Development	Sourcing/Procurement	#4	#1	1998-2001	Indefinite	Sourcing vendor files, POs 1998-2000 receipt docs., Various fit sheets, BugSkinz fit garments, 7814/7815 CD Rom files
Sales	Color and Fabric	#4	#1	Various		Color dyps, product fabrics, color samples, Athletic/outdoor, Market Access Grant
Sales	Sales Representatives	#4	#2	2008-2009	7	Rep territories, 2008-2009, commission reports 2008/2009, 2006 rep Accounts customer base
Marketing Operations	Market competition	#14	#5	2009-2010	7	Competitive info, sales reps term letters
Marketing Operations	Quality	#13	#1	Various	7	1995-1997 tests&specs, 2010 hunt, Vendor guide, garment specs, return authorization logs
Marketing Operations	Quality	#13	#2	Various	7	Style specifications
Marketing Operations	Quality	#13	#3	2004-2010	7	Receivers/Audits
Marketing Operations	Production	#14	#1	1995-2010	7	Product catalogs, production records for 2010 bug skinz, sticker binders, care content labels binder, label printer manual, Wolf form purchase, notes on sizing
Marketing	Graphics	#4	#1	Various	7	DVD/CD product Graphics
Marketing	Graphics	#4	#2	Various	7	Hunting Show DVDs
Marketing	Design Proofs & Info	#4	#1	Various	Indefinite	Fabric marketing research; design proofs
Marketing	Graphics	#4	#3	2005-2009		IMEDS 2005/2006, Media sponsorship, Magazine write ups, 2005/2006 Conversion to offshore, Fall Packaging
Operations	Import	#4	#1	2008	7	2008 Lesotho Production Customs Inquiry, Misc Rick Brans prod docs 2007-2008
Operations	Import	#4	#2	2008	7	2008 & 2009 Import documentation (customs entries, pack lists, Certificates, etc.) 7859 customs ruling, 2008 completed goods
Operations	Sourcing/Import Files	#4	#3	2007	7	2007 POs - 1750/2052/1592/1697/1706/1708/2170, Vast QC, X-Static Fabric project, Vast binder of shipments, 2006 J2L binder, 2007 Texland binder, 2007 Unieastern binder, 2007 Debit notes, 2007 Outdoor cap binder, 2007 Great Union binder, 2007 Yin Chyns binder
Operations	Sourcing/Import Files	#4	#4	2006-2007	7	J2L reconciliations, 2006 Import receipts, Unieastern GU Yia Chyns, Vast Focus J2L
Operations	Product Development-Technical	#13	#5	2008-2009		Fabric samples-11 boxes, Quality Assurance records T.O.P. Texland 2008, Yia Chyns 2008, GU 2008, Euro Garments first pro., Euro 2008 preprod., Texland 2008, Yia Chyns 2008 Preprod., T.O.P. GU 2008, T.O.P. Preprod, Apollo 2009, T.O.P. GU 2009, T.O.P.
Operations	Quality	#10	Various	2008-2009		

PSA Archives
Document Location

Operations	Quality	#11	Various	2008-2010	Undeasem 2009, T.O.P. Evergreen/Beta 2008/2009/2010 fit garments, Vast 787011G preprod., Library 1-6, Prototype garments, Samples, fit records, asst socks 2009
Operations	Product Development- Technical/Historical	#12	#4	Various	Fabric header cards, 2002 finished goods spec., historical fabric data, private label specs 1999-2005, 2003-2006 style costs sheets, 2001-2002 burton specs.- Attached box content listing
Product Development	IP - Garment Design	#4	#2	1995-2007	Lectra Design System, manuals and software
Product Development	IP - Garment Design	#4	#1	1995-2007	Lectra Design System, software, books, button box
Product Development	IP - Fabric	#4	#1	Various	Chemical info, fiber info, fabric info, 2010 Trade Show Tech information
Product Development	IP - fabric/Fiber	#4	#2	Various	Fabric info., fiber info.
Product Development	IP - test data	#4	#3	Various	X-Static test data, sourcing info., fabric info., thinsulate samples
Product Development	Vendor Files	#4	#1	Various	Vendor files and communications
Product Development	Customer Files	#4	#1	Various	Customer files, Cabela's Seclusion development
Product Development	Fabric Library	#4	#1	Various	Pertex, Tjong Liong, other various vendors
Product Development	Fabric Library	#4	#2	Various	Unique Way Fabric Looks
Product Development	Fabric Library	#4	#3	Various	Tjong Liong Fabric book, MDS, Tencel
Product Development	Specs/Technical	#4	#1	1993-2010	Catalogs 93-2010, Product line binders, 2010 labels embellishments, static binder, SOP's, vendor compliance, care instructions, 2009 forecast
Product Development	Specifications	#4	#2	2006-2010	Private label spec binders, cost binder, 2009 fit notes, 2010 proposed POs, 2008 FR folder, Kohl's project, 2008 Athletic, 2006 spec dev. 211/7817/7816/6455/7821/7813/7809/6442

EXHIBIT "C"

ASSETS SPECIFICALLY EXCLUDED FROM THIS SALE AND PURCHASE

EXHIBIT C

- any and all designs, ideas, intellectual property and other property directly or indirectly developed or derived from any work by One Sixty Over Ninety, Inc. ("160/90").
- any and all patterns, samples, inventory and other tangible property of any nature which bears, displays or is directly or indirectly developed or derived from any ideas or work by 160/90 or any intellectual property derived or developed from any work by 160/90.
- cash, cash equivalents, money in whatever form, deposit accounts, certificates of deposit, and investments.
- receivables and other rights to receive payment of any monies of any nature, including accounts receivable and loan receivables.
- rights to funds advanced to any current and/or former employees, independent contractors, officers, directors, shareholders, attorneys, accountants, representatives, customers, suppliers, vendors and/or contractors.
- rights against all current and/or former employees, independent contractors, officers, directors, shareholders, attorneys, accountants, representatives, customers, suppliers, vendors and/or contractors.
- all prepaid expenses and deposits of any nature.
- all federal, state and local deferred tax benefits of any nature.
- all employee records of any nature.
- all communications, memoranda, and/or documents of any nature to, from, between, among, about or concerning any current and/or former employees, independent contractors, officers, directors, shareholders, attorneys and/or accountants, including any communications, memoranda and/or documents of any nature which are or may be subject to the Work Product Doctrine and/or attorney-client privilege.
- all contracts of insurance and all rights to receive refunds and proceeds thereof, including all life insurance contracts.
- all employee records of any nature.
- all corporate minute books, stock books, stock transfer ledgers, tax records and all other books and records of any nature not specifically referred to in Section 1(a)(i) through and including (v) of this Agreement.
- all communications and documents of any nature with respect to any profit sharing, stock option or other employment benefit plan at any time maintained or sponsored by Seller.
- the shares of capital stock of Seller held in treasury.
- all accounting, bookkeeping and financial records of any and every nature.

- all rights of Seller under this Agreement, the Bill of Sale, the Judgment Note, the Security Agreement, and all other documents necessary or reasonably desirable to effectuate the intent of this Agreement.

Exhibit B - Judgment Note

JUDGMENT NOTE\$200,000.00December 20, 2010

This Judgment Note is delivered in accordance with and pursuant to the provisions of the Asset Purchase Agreement (the "Asset Purchase Agreement") by and between Locker Marketing, LLC, a Pennsylvania limited liability company ("Maker") and Performance Sports Apparel, Inc. ("Payee") dated December 20, 2010 (the "Asset Purchase Agreement").

FOR VALUE RECEIVED, WITHOUT SET OFF, DEFALCATION, OR REDUCTION, Maker promises to pay to the order of Payee the principal sum of Two Hundred Thousand Dollars (\$200,000.00), together with interest thereon, if applicable, at the fixed annual rate set forth below, in lawful money of the United States of America, according to the terms and conditions set forth below.

1. Interest Rate. No amount owing pursuant to this Judgment Note shall bear interest unless and until the occurrence of an Event of Default (as hereinafter defined). Upon the occurrence of an Event of Default, all amounts owing pursuant to this Judgment Note shall earn interest from and including the date of the Event of Default until all amounts owing pursuant to this Judgment Note are paid in full, such interest to be at the fixed annual rate of twelve percent (12%).

It is the intent of both Maker and Payee that in no event shall interest be payable on this Judgment Note at a rate in excess of the maximum rate permitted by applicable law (the "Maximum Legal Rate"). Solely to the extent necessary to prevent interest under this Judgment Note from exceeding the Maximum Legal Rate, any amount that would be treated as excessive or illegal under a final judicial interpretation of applicable law shall be deemed to have been a mistake and automatically cancelled, and, if received by Payee, shall be applied at the discretion of Payee, to any unpaid principal balance owing pursuant to this Judgment Note or refunded to Maker.

2. Repayment Schedule. Maker shall pay the principal and all interest owing pursuant to this Judgment Note, without setoff or defalcation, in accordance with the following repayment schedule:

- a. Fifty Thousand Dollars (\$50,000.00) on or before February 15, 2011;
- b. Fifty Thousand Dollars (\$50,000.00) on or before November 1, 2011;
- c. Fifty Thousand Dollars (\$50,000.00) on or before February 15, 2012; and
- d. Fifty Thousand Dollars (\$50,000.00) on or before November 11, 2012, together with all unpaid interest, if any, owing on November 11, 2012.

The parties acknowledge that it is the intent of Payee to assign all of its rights under this Judgment Note to one of its secured creditors, Rolf D. Schmidt (the "Secured Creditor"), in consideration of the Secured Creditor's release of its security interest certain assets being sold by Payee to Maker as more fully set forth in the Asset Purchase Agreement. All payments shall be made by wire transfer to the Secured Creditor in accordance with such instructions as the Secured Creditor shall from time to time provide to Maker.

3. Security Agreement. All amounts owing under or pursuant to this Judgment Note are secured by the provisions of a Security Agreement dated December 20, 2010, between Maker and Payee (the "Security Agreement").

4. Application of Payments.

a. So long as no Event of Default (as hereinafter defined) has occurred and is continuing, all payments shall be applied first to late charges, then to principal as provided above at the contractual rate specified in this Judgment Note to the business day upon which such payment has become "immediately available funds".

b. After the occurrence of an Event of Default (as hereinafter defined), all payments with regard to this Judgment Note shall be applied to the payment in full of the following amounts in the following order, at the option of Payee:

- i. all costs actually incurred in the collection of any sum due under this Judgment Note, including but not limited to attorneys' fees,
- ii. all accrued; unpaid late charges,
- iii. all accrued, unpaid interest at the applicable contractual rate specified in this Judgment Note, and
- iv. the unpaid principal balance of this Judgment Note.

5. Late Charges. Maker shall pay to Payee on demand a late charge of five percent (5%) of any payment of principal or interest received by Payee after the fifth day following the due date thereof.

6. Prepayment. Maker shall have the right, at any time and without premium or penalty, to prepay all or any portion of the unpaid principal balance and outstanding interest of this Judgment Note; provided, however, that all such prepayments shall be applied in inverse order of maturity.

7. Events of Default. Each of the following shall be deemed an Event of Default ("Event of Default") hereunder:

a. The failure of Maker to make any payment of principal, interest, late charge or any other sum when due;

b. The failure of Maker to comply with or perform any other term, obligation, covenant or condition contained in this Judgment Note or in the Asset Purchase Agreement, or failure to comply with or perform any other term, obligation, covenant or condition contained in any other agreement between Maker and Payee, if such failure continues for a period of ten (10) days or more after written notice from Payee.

c. The occurrence of any material adverse change in the financial condition of Maker, which causes Payee to reasonably believe that the prospect of payment or performance under or pursuant to this Judgment Note is substantially impaired.

d. The occurrence of any Event of Default under the Security Agreement.

f. The occurrence of any breach, violation default by Maker under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of any other creditor or person that may materially affect any of Maker's property or assets or Maker's ability to repay amounts owing under or pursuant to this Judgment Note or the performance by Maker of any of its duties or obligations under this Judgment Note.

g. The commencement by Maker of a voluntary case under the Federal Bankruptcy Code or any other applicable Federal or state bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator of Maker, or for any substantial part of the real or personal property or assets of Maker, or the making by Maker of an assignment for the benefit of creditors or the failure by Maker generally to pay its debts as they become due or the taking of any action by Maker in furtherance of the foregoing.

h. The entry of a decree or order for relief by a court having jurisdiction over Maker, or the real or personal property or assets of Maker, in an involuntary case under the Federal Bankruptcy Code or any other applicable Federal or state bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator for Maker, or for any substantial part of the real or personal property or assets of Maker, or the ordering of the winding up or liquidation of the affairs of Maker, and the continuance of any such events for a period of sixty (60) days undismissed, unbonded or undischarged.

8. Remedies. Upon the occurrence of an Event of Default, Payee may, at its option:

a. declare the entire unpaid principal balance of, all late charges and all accrued unpaid interest on, and all other sums owing under or with respect to this Judgment Note to be due and payable, whereupon the entire unpaid balance of principal, all late charges and all accrued unpaid interest and all other sums owing with respect to this Judgment Note shall become immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby waived, notwithstanding anything contained herein to the contrary;

b. exercise any and all other rights and remedies which are set forth in this Judgment Note;

c. exercise any and all rights and remedies provided in the Security Agreement or otherwise permitted to a secured creditor under applicable law;

d. exercise any and all other rights and remedies at law, in equity or by statute permitted or provided.

9. Remedies Cumulative. All rights and remedies of Payee shall be cumulative and concurrent, and may be pursued singly, successively or together, at its sole discretion, and may be exercised as often as the occasion therefore shall occur; and the failure of Payee to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

10. Attorneys' Fees. Upon the occurrence of an Event of Default, Maker shall pay to Payee upon demand all reasonable attorneys' fees and disbursements incurred by Payee in enforcing any of its rights or remedies hereunder.

11. CONFESSION OF JUDGMENT.

a. THIS CONFESSION OF JUDGMENT SECTION CONTAINS A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST MAKER. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST MAKER, MAKER HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND,

ON THE ADVICE OF SEPARATE COUNSEL OF MAKER, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS MAKER HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES OF AMERICA AND THE COMMONWEALTH OF PENNSYLVANIA.

b. MAKER AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MAKER, AT ANY TIME AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT AND FROM TIME TO TIME THEREAFTER, AS OF ANY TERM, WITH OR WITHOUT DECLARATION FILED, WITH COSTS OF SUIT, RELEASE OF PROCEDURAL ERRORS, WITHOUT STAY OF EXECUTION, AND THE RIGHT TO ISSUE EXECUTION FORTHWITH, AND FOR SO DOING THIS JUDGMENT NOTE, OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE SUFFICIENT WARRANT, FOR:

i. THE UNPAID PRINCIPAL AMOUNT OF, ALL ACCRUED INTEREST ON, ALL LATE CHARGES OWING PURSUANT TO, AND ALL OTHER AMOUNTS OWING BY REASON OF THIS JUDGMENT NOTE, PLUS

ii. ATTORNEYS' COMMISSION OF FIFTEEN PERCENT (15%) OF THE AMOUNT REFERRED TO IN SECTION 11.b.i. ABOVE, BUT IN NO EVENT LESS THAN TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00).

c. MAKER DOES HEREBY VOLUNTARILY AGREE THAT ANY REAL AND PERSONAL PROPERTY SUBJECT TO SUCH JUDGMENT MAY BE SOLD ON A WRIT AND, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES AND RELEASES ALL RELIEF FROM ANY AND ALL APPRAISEMENT, STAY OR EXEMPTION LAWS OF ANY STATE NOW IN FORCE OR HEREAFTER TO BE ENACTED.

d. THE POWER TO ENTER JUDGMENT AGAINST MAKER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THE POWER AND SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF MAKER'S LIABILITIES HEREUNDER.

12. Maker's Waivers. Maker agrees that any property that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued thereon, may be sold upon any such writ in whole or in part in any order desired by Payee.

13. Payee's Waivers. Payee shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Payee, and then only to the extent specifically set forth in the writing. A waiver of or on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.

14. Use of Proceeds. Maker hereby acknowledges that the proceeds of the loan which is the subject of this Judgment Note have been used for business purposes and not for personal, family or household purposes.

15. Of the Essence. Time shall be of the essence of this Judgment Note.

16. No Deduction. Maker acknowledges and agrees that Maker shall pay all amounts owing under or pursuant to this Judgment Note when due and without setoff, defalcation or reduction of any nature.

17. Severability. Any provision contained in this Judgment Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

18. Trial by Jury. MAKER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY WHICH IT MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS JUDGMENT NOTE OR THE TRANSACTIONS RELATED HERETO.

19. RELIANCE. MAKER ACKNOWLEDGES THAT PAYEE HAS BEEN INDUCED TO LEND THE MONIES EVIDENCED BY THIS JUDGMENT NOTE BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS JUDGMENT NOTE, INCLUDING BUT NOT LIMITED TO, THE PROVISIONS OF SECTION 18 OF THIS JUDGMENT NOTE.

20. Notices. All notices, requests and other communications under this Judgment Note shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or by hand delivery addressed as follows:

If intended for Payee:

Paul G. Oxholm, Acting President
Performance Sports Apparel, Inc.
855 Berkshire Boulevard
Wyomissing, PA 19610

With a copy to:

Jestyn G. Payne, Esquire
Kozloff Stoudt
2640 Westview Drive
P.O. Box 6286
Wyomissing, PA 19610

If intended for Maker:

Mr. Todd R. Locker, Sr.
Locker Marketing, LLC
1665 Orchard Drive
Chambersburg, PA 17201

With a copy to:

Mr. Arthur J. Becker, Jr., Esquire
Becker & Strausbaugh, P.C.
544 Carlisle Street
Hanover, PA 17331

or to such other addresses as the respective parties shall have last designated by written notice to the other party.

21. Jurisdiction/Law. This Judgment Note shall be deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Maker irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding (individually and collectively, "Suit") arising out of this Judgment Note shall be brought and adjudicated in the Court of Common Pleas of Berks County, Pennsylvania, (b) submits to the exclusive jurisdiction of any such court for the purpose of any such Suit, and (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such Suit, any claim that such party is not subject to the jurisdiction of any of the above court, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper.

22. Construction. Maker acknowledges that the provisions of this Judgment Note have been negotiated by and between counsel for Maker and counsel for Payee and shall not be more strictly construed against either party.

23. Assignment. Payee shall have the right to assign this Judgment Note and any rights hereunder at any time without the consent of Maker. Maker shall not be entitled to assign this Judgment Note or any rights hereunder or delegate any of its duties hereunder.

24. Successors. This Judgment Note shall be binding upon Maker, and its successors and assigns, and shall inure to the benefit of Payee, and its successors and assigns.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Maker has caused this Judgment Note to be executed and delivered to Payee as of the day and year first above written.

LOCKER MARKETING, LLC

By: _____
Todd R. Locker, Sr., Manager

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF BERKS :

On this ____ day of December, 2010, before me, the undersigned officer, personally appeared TODD R. LOCKER, SR., who acknowledged himself to be the Manager of LOCKER MARKETING, LLC, a Pennsylvania limited liability company, and that he as such Manager and being authorized to do so, executed the foregoing Judgment Note for the purposes therein contained by signing the name of the Limited Liability Company by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Exhibit C - Security Agreement

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is made as of the 20th day of December, 2010, by and between Locker Marketing, LLC, a Pennsylvania limited liability company, ("Borrower")

AND

Performance Sports Apparel, Inc., a Pennsylvania corporation ("Lender").

1. Obligation to Pay. Borrower is indebted to Lender in the amount of Two Hundred Thousand Dollars (\$200,000.00) (the "Indebtedness"), which Indebtedness is evidenced by a Judgment Note (the "Judgment Note") of even date herewith from Borrower to Lender.

2. Collateral. Borrower enters into this Security Agreement for the purposes of creating a first priority purchase money security interest in favor of Lender in all of the following present and future personal property of the Borrower:

(a) the trademark "Medalist" and all variations and derivatives thereof, and the trademark "Silvermax" and all variations and derivatives thereof;

(b) all other assets which are the subject of the Asset Purchase Agreement dated December 20, 2010, by and between Lender and Borrower, including all assets which are set forth on Exhibit A which is attached hereto and incorporated herein by reference; and

(c) any and all replacements, proceeds and products of any of the foregoing (i.e. the assets set forth in subsections (a) and (b) above). All of the foregoing are hereinafter collectively referred to as "Collateral").

3. Creation of Security Interest. In order to secure (1) payment of the Indebtedness, (2) all costs and expenses incurred in collection of the Indebtedness, (3) all future advances, if any, made by Lender for taxes, levies, insurance, and repairs to or maintenance of the Collateral, and (4) all other Indebtedness of any and every nature owing by Borrower to Lender, Borrower hereby grants to Lender, and Lender hereby reserves and accepts a first priority purchase money security interest in the Collateral. Until the occurrence of an Event of Default hereunder, Borrower shall be entitled to the possession of the Collateral and to use and enjoy the same.

4. Borrower's Warranties and Agreements. Borrower warrants and agrees that:

(a) Title. The security interest of Lender in the Collateral is a first lien priority purchase money security interest and is not subordinate to any claim, charge, lien, encumbrance or security interest of any nature whatsoever. The Collateral is and shall be owned by Borrower, and Borrower shall defend the Collateral against the claims and demands for all persons.

(b) Transfer. Borrower shall not sell, exchange, lease, encumber or pledge the Collateral, shall not create any other security interest therein and shall not dispose of the Collateral without the prior written consent of Lender.

(c) Maintenance; Taxes. Borrower shall maintain the Collateral in good condition and repair, reasonable wear and tear excepted, and shall pay and discharge all taxes levied and other impositions levied on the Collateral as well as the cost of repairs to or maintenance of the same; if

Borrower fails to pay such sums, the Lender may do so for the Borrower's account adding the amount to the secured indebtedness.

(d) Insurance. Borrower shall insure the Collateral against such risks and casualties in such amount as Lender shall require. All insurance policies shall be written for the benefit of Borrower and Lender, as their interest may appear, and such policies or certificates evidencing the same shall be furnished to Lender. If Borrower fails to pay the premium on any such insurance, Lender may, after due notice to the Borrower, do so for the Borrower's account adding the amount thereof to the debt secured hereby. Borrower hereby assigns to Lender any returned or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever, and all proceeds of such policies and direct insurers to pay Lender any amounts due. Upon the occurrence of any default, Lender is hereby appointed as the Borrower's attorney-in-fact to endorse any draft or check which may be payable to Borrower in order to collect any returned or unearned premiums, or the proceeds of such insurance. Any balance of insurance proceeds remaining after payment in full of all amounts secured hereby shall be paid to Borrower.

(e) Liens. Borrower shall not permit any other claim, charge, lien, encumbrance or security interest of any nature whatsoever to attach to any of the Collateral, permit the Collateral to be levied upon under any legal process, or permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Security Agreement.

(f) Filings. Borrower shall pay all costs of filing any financing, continuation or termination statements and all other documents necessary or desirable to perfect or otherwise place the public on notice with respect to the security interest created by this Security Agreement. Lender is hereby appointed as Borrower's attorney-in-fact to do all acts and things which Lender may deem necessary to perfect and continue perfected the security interest created by this Security Agreement and to protect the Collateral. A photographic or other reproduction of this Security Agreement, or any financing statement signed by Borrower, is sufficient as a financing statement.

5. Default and Remedies. The failure of Borrower to pay when due any amount owing under or pursuant to the Judgment Note, any other breach, violation or default by Borrower under or pursuant to the Judgment Note, the failure of any representation or warranty made by Borrower in this Security Agreement to be true and correct, or the failure of Borrower to fully and timely observe and perform any of the provisions which are contained in this Security Agreement shall constitute an event of default ("Event of Default") under this Security Agreement, and in such event, Lender may exercise any and all rights and remedies which are contained or referred to in the Judgment Note, which are contained or referred to in this Security Agreement and which are at law, in equity or by statute permitted or provided, including the rights of secured party under the Pennsylvania Uniform Commercial Code, all of which rights and remedies are cumulative and may be exercised concurrently or consecutively, as Lender shall determine. It is understood and agreed that this Security Agreement has been made and entered into pursuant to the Pennsylvania Uniform Commercial Code and Lender has all of the rights and remedies accorded thereby. If any provisions of this Security Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Security Agreement.

6. Assignment. Lender shall have the right to assign this Security Agreement and any rights and remedies hereunder at any time without the consent of Borrower. Borrower shall not be entitled to assign this Security Agreement or any rights hereunder or delegate any of its duties hereunder.

7. Construction. Borrower and Lender acknowledge that the provisions of this Security Agreement have been negotiated by and between counsel for Borrower and counsel for Lender and shall not be more strictly construed against either party.

8. Miscellaneous Provisions. The word "including" shall be a word of enlargement rather than a word of limitation and shall be deemed to mean "including but not limited to" rather than "including only". The term "sole and absolute discretion" means the sole and absolute discretion of the party exercising the same without regard to any standard of reasonableness or other standard by which the determination that party might be challenged. All notices, consents, requests, demands and other communications permitted or required to be given pursuant to the provisions of this Security Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, or sent by nationally recognized overnight courier. No failure on the part of either party to this Security Agreement to exercise and no delay in exercising any right or remedy under this Security Agreement or permitted or provided by statute, at law or in equity shall operate as a waiver thereof nor an estoppel thereto, nor shall any single or partial exercise by either party to this Security Agreement of any such right or remedy preclude any other or future exercise thereof, or the exercise of any other right or remedy. When the sense so requires, words of any gender used in this Security Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural and vice versa. All pronouns and adjectives and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons may require. Upon request by either party to this Security Agreement, the other party hereto shall execute and deliver to the requesting party such additional documents as may be necessary or desirable to effectuate the intent of this Security Agreement. The caption or heading of each Section of this Security Agreement does not constitute a part of this Security Agreement but is for informational purposes only. If any provision of this Security Agreement or the application thereof to any party or circumstance, be held invalid or unenforceable, the remainder of this Security Agreement, and the application of such provisions to other parties or circumstances, shall not be affected thereby and to this end, the provisions of this Security Agreement are declared severable. This Security Agreement contains the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior conversations, discussions and negotiations with respect to the subject matter hereof and may not be amended, modified or terminated except in writing and duly executed by the parties hereto. Time shall be of the essence of this Security Agreement. Neither of the parties to this Security Agreement may assign this Security Agreement or any rights hereunder without the prior written consent of the other party hereto. This Security Agreement shall be binding upon the parties hereto and their respective heirs, representatives, successors and to the extent permitted, assigns. This Security Agreement shall be deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Each of the parties to this Security Agreement irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding (collectively, "Suit") arising out of this Security Agreement or otherwise between the parties, shall be brought and adjudicated in the Court of Common Pleas of Berks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, (b) submits to the exclusive jurisdiction of any such court for the purpose of any such Suit, and (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such Suit, any claim that such party is not subject to the jurisdiction of

any of the above courts, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have caused this Security Agreement to be executed as of the day and year first above written.

BORROWER:

LOCKER MARKETING, LLC

By: _____
Todd R. Locker, Sr., Manager

LENDER:

PERFORMANCE SPORTS APPAREL, INC.

By: _____
Paul G. Oxholm, Acting President

F:\DOCS\012066\145\C76740.DOC

EXHIBIT A"

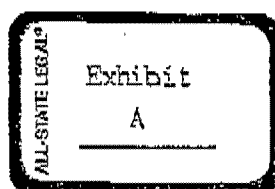
LIST OF INTELLECTUAL PROPERTY
AND
MARKETING MATERIALS

Listing of Intellectual Property

CONFIDENTIAL

May 20, 2010

- Library of 200+ Fabric Designs including SilverMax knit and performance characteristics
- Library of Fabric Specifications
- Listing of Qualified Fabric Vendors
- In total, more than 2200 core product designs dating back to 1995, yielding over 45,000 individual SKUs when adjusted for sizes, colors and camouflage patterns:
 - Library of Garment Designs
 - Library of Garment Specifications
- Listing of Qualified Apparel Vendors
- Various Performance Protocols and Independent Laboratory Testing Reports
 - Comparative R-value performance
 - Bacterial Suppression including MRSA
- Marketing Material Designs and Programs
- Packaging Material Designs
- Logo Specifications
- Customer Database including Sales History by Product
- Trademarks (See attached)



TRADEMARK
REEL: 004453 FRAME: 0189

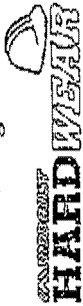
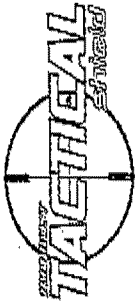
December 14, 2010

**Performance Sports Apparel, Inc.
Trademarks List**

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
BI-PLY	United States	737938	9/18/62	Men's and boys' underwear, in Class 25	Renewal - 9/18/12
DYNAMIC WARMTH TECHNOLOGY	United States	3259248	7/3/07	Clothing, namely tops, pants, shorts and underwear, hoods, gloves and socks, in Class 25	Declaration of Use (6 year) - 7/3/13 Renewal - 7/3/17
MEDALIST	Canada	TMA624236	11/1/04	Clothing, namely underwear and turtlenecks, in Class 25	Renewal - 11/1/19
MEDALIST	Japan	4822562	12/3/04	Clothing, garters, sock suspenders, braces, bands, belts, costumes for dressing-up, in Class 25	Renewal - 12/3/14
MEDALIST	United States	1513658	11/22/88	Clothing, namely underwear, socks, turtlenecks, sweaters and warm-up tops and bottoms, in Class 25	Renewal - 11/22/18
MEDALIST 24 HOUR EXPRESS	United States	1791846	9/7/93	Order processing services in Class 35	Renewal - 9/7/13
MEDALIST ANTI-ODORGEAR	United States	2905304	11/23/04	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - Final Grace Period Deadline - 5/23/11 Renewal - 11/23/14

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December 14, 2010

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
MEDALIST BUGPROOF-GEAR	United States	2905303	11/23/04	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - Final Grace Period Deadline - 5/23/11 Renewal - 11/23/14
MEDALIST HARDWEAR	United States	3157004	10/17/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 10/17/12 Renewal - 10/17/16
MEDALIST HARDWEAR & Design 	United States	3167773	11/7/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 11/7/12 Renewal - 11/7/16
MEDALIST HUNTGEAR	United States	2929307	3/1/05	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 3/1/11 Renewal - 3/1/15
MEDALIST TACTICAL SHIELD & DESIGN 	United States	3170866	11/14/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 11/14/12 Renewal - 11/14/16


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December 14, 2010

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
MEDALIST TACTICAL SHIELD	United States	3170864	11/14/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 11/14/12 Renewal - 11/14/16
NORTHWEST PASSAGE	United States	1326007	3/19/85	Thermal underwear, sweaters, shirts, hosiery, socks, mittens and slippers, in Class 25	Renewal - 3/19/15
SILVERMAX	Canada	TMA775148	8/20/2010	Clothing, namely underwear; shorts and T-shirts; pants and tops; jackets; socks; shirts and bibs; caps, hoods, gloves, beanie liners, coveralls; vests; tops, pants, shorts, and underwear	Declaration of Use - 8/20/2013 Renewal - 8/20/2025
SILVERMAX	United States	3063408	2/28/06	Clothing, namely tops, pants, shorts, and underwear, in Class 25	Declaration of Use (6 year) - 2/28/12 Renewal - 2/28/16
SKI SKINS	United States	1668592	12/17/91	Clothing, namely men's, ladies' and children's underwear, and men's, ladies' and children's sportswear, namely, parkas, warmup pants, ski pants, jump suits, jackets, sweaters and sport suits, in Class 25	Renewal - 12/17/11
SKI SKINS	United States	889423	4/14/70	Men's winter underwear, in Class 25	Allowed to expire
SKINETICS	United States	1602395	6/19/90	Clothing, namely turtlenecks, pullovers, underwear tops and bottoms, in Class 25	Renewal - 6/19/10 Final Grace Period Deadline - 12/19/10

DB1/64882001.2

December 14, 2010

Mark	Jurisdiction	Reg. No.	Reg. Date	Goods/Services	Next Action/Deadline
WEATHER MAX WATERPROOF & Design 	United States	3314493	10/16/07	Clothing, namely pants, gloves, hats and jackets, in Class 25	Declaration of Use (6 year) - 10/16/13 Renewal - 10/16/17
WINTIMATES	Canada	TMA458450	5/31/96	Wearing apparel, namely long underwear, bodysuits and leggings; intimate thermal long underwear, body suits and union suits namely one piece full length long underwear for women, in Class 25	Renewal - 5/31/11

DBI/64882001.2

PSA Archives
Document Location

Performance Sports Apparel, Inc. - Document Archives

Category	Sub-Category	Pallet #	Carton #	Date (Range)	Keep for (years)	Contents/Description
Product Development	Specifications	#4	#4			Color Library standards
Product Development	Specifications	#4	#5			Color Library standards
Product Development	Sourcing/Procurement	#4	#1	1998-201	Indefinite	Sourcing vendor files, POs 1998-200 receipt docs., Various fit sheets, BugSkinz fit garments, 7814/7815 CD Rom files
Sales	Color and Fabric	#4	#1	Various		Color dups, product fabrics, color samples, Athletic/outdoor, Market Access Grant
Sales	Sales Representatives	#4	#2	2008-2009	7	Rep territories, 2008-2009, commission reports 2008/2009, 2006 rep Accounts customer base
Marketing Operations	Market competition	#14	#5	2009-2010	7	Competitive info, sales reps term letters
Marketing Operations	Quality	#13	#1	Various	7	1995-1997 lostspecs, 2010 hunt, Vendor guide, garment specs, return authorization logs
Marketing Operations	Quality	#13	#2	Various	7	Style specifications
Marketing Operations	Production	#14	#3	2004-2010	7	Receivers/Audits
Marketing Operations			#1	1995-2010	7	Product catalogs, production records for 2010 bug skinz, sticker binders, care content labels binder, label printer manual, Wolf form purchase, notes on sizing
Marketing Operations	Graphics	#4	#1	Various	7	DVD/CD product Graphics
Marketing Operations	Graphics	#4	#2	Various	7	Hunting Show DVDs
Marketing Operations	Design Proofs & Info	#4	#1	Various	Indefinite	Fabric marketing research: design proofs
Marketing Operations	Graphics	#4	#3	2005-2009		IMEDS 2005/2006, Media sponsorship, Magazine write ups, 2005/2006 Conversion to offshore, Fall Packaging
Operations	Import	#4	#1	2008	7	2008 Lesotho Production Customs Inquiry, Misc Rick Brains prod docs 2007-2008
Operations	Import	#4	#2	2008	7	2008 & 2009 Import documentation (customs entries, pack lists, Certificates, etc.). 7859 customs ruling, 2008 completed goods
Operations	Sourcing/Import Files	#4	#3	2007	7	2007 POs - 1750/2052/1592/1697/1706/1708/2170, Vast QC, X-Static Fabric project, Vast binder of shipments, 2006 J2L binder, 2007 Texland binder, 2007 Urieastern binder, 2007 Debit notes, 2007 Outdoor cap binder, 2007 Great Union binder, 2007 Yin Chyns binder
Operations	Sourcing/Import Files	#4	#4	2006-2007	7	J2L reconciliations, 2006 Import receipts, Urieastern GU Yia Chyns, Vast Focus J2L
Operations	Product Development-Technical	#13	#5	2008-2009		Fabric samples-11 boxes, Quality Assurance records T.O.P. Texland 2008, Yia Chyns 2008, GU 2008, Euro
Operations	Quality	#10	Various	2008-2009		Garments first pro., Euro 2008 preprod., Texland 2008, Yia Chyns 2008 Preprod., T.O.P. GU 2008, T.O.P. Preprod, Apollo 2009, T.O.P. GU 2009, T.O.P.

PSA Archives
Document Location

Operations	Quality	#11	Various	2008-2010	Uniceastern 2009, T.O.P. Evergreen/Beta 2008/2009/2010 fit garments, Vast 78701HG preprod., Library 1-6, Prototype garments, Samples, fit records, asst socks 2009 Fabric header cards, 2002 finished goods spec., historical fabric data, private label specs 1999-2005, 2003-2006 style costs sheets, 2001-2002 burton specs.- Attached box content listing Lectra Design System, manuals and software Lectra Design System, software, books, button box Chemical info, fiber info, fabric info, 2010 Trade Show Tech information Fabric info., fiber info. X-Static test data, sourcing info., fabric info., thinsulate samples Vendor files and communications Customer files, Cabela's Seclusion development Pertex, Ttong Liong, other various vendors Unique Way Fabric Looks Ttong Liong Fabric book, MDS, Tencel Catalogs 93-2010, Product line binders, 2010 labels embellishments, static binder, SOP's, vendor compliance, care instructions, 2009 forecast Private label spec binders, cost binder, 2009 fit notes, 2010 proposed POs, 2008 FR folder, Kohl's project, 2008 Athletic, 2006 spec dev. 211/7817/7816/6455/7821/7813/7809/6442
Operations	Product Development- Technical/Historical	#12	#4	Various	
Product Development	IP - Garment Design	#4	#2	1995-2007	Indefinite
Product Development	IP - Garment Design	#4	#1	1995-2007	Indefinite
Product Development	IP - Fabric	#4	#1	Various	7
Product Development	IP - fabric/Fiber	#4	#2	Various	7
Product Development	IP - test data	#4	#3	Various	7
Product Development	Vendor Files	#4	#1	Various	
Product Development	Customer Files	#4	#1	Various	
Product Development	Fabric Library	#4	#1	Various	
Product Development	Fabric Library	#4	#2	Various	
Product Development	Fabric Library	#4	#3	Various	
Product Development	Specs/Technical	#4	#1	1999-2010	Indefinite
Product Development	Specifications	#4	#2	2006-2010	Indefinite